

**ORDINANCE BY COMMUNITY DEVELOPMENT/
HUMAN RESOURCES COMMITTEE**

April 1, 2002

02-0-0487

AUTHORIZING THE MAYOR TO ENTER INTO A RENEWAL AGREEMENT WITH THE PIEDMONT PARK CONSERVANCY, INC. FOR A TEN (10) YEAR PERIOD, FOR THE PURPOSE OF ALLOWING THE PIEDMONT PARK CONSERVANCY INC., TO CONTINUE TO OPERATE AND MANAGE THE PIEDMONT PARK VISITOR'S CENTER ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS; AND FOR OTHER PURPOSES.

Whereas, the City of Atlanta and the Piedmont Park Conservancy, Inc. collaborated in the preparation of the Master Plan for the Piedmont Park and the Piedmont Park Conservancy, Inc. made a gift of mutually agreed upon capital improvements in Piedmont Park to the City of Atlanta; and

Whereas, the City of Atlanta and the Piedmont Park Conservancy, Inc. entered into a Memorandum of Understanding dated December 15, 1992, authorized by Resolution adopted by the Atlanta City Council on August 15, 1994 and approved by the Mayor on August 21, 1994 wherein terms and conditions are set forth which provide for a City of Atlanta-Piedmont Park Conservancy, Inc. cooperative collaboration for the benefit of Piedmont Park and the residents of the City of Atlanta in restoring and preserving Piedmont Park and providing advocacy for the needs of Piedmont Park; and

Whereas, by Amended Resolution adopted by City Council on August 15, 1994 and approved by the Mayor on August 21, 1994, the City accepted a gift from the Conservancy in the form of construction, renovation and restoration of that facility within Piedmont Park, formerly known as the Boathouse, and to be known henceforth as the Piedmont Park Visitor's Center under the operation of the Conservancy; and

Whereas, by separate Resolution, the Mayor was authorized to accept a gift from the Piedmont Park Conservancy, Inc. valued at approximately \$3,500,000.00 that consisted of the specified capital improvements as follows: (a) the reconstruction and restoration of the former Northeast Parks District Maintenance compound, hence known as the *Multi-Use Complex*, valued at \$2,600,000.00; (b) the reconstruction and restoration of the 12th Street entry corridor, referred to as the *Gateway Project*, valued at approximately \$600,000.00; and (c) the installation of a uniform, park-wide informational, directional and regulatory signage system, referred to as the *Signage Plan*, valued at approximately \$300,000.00; and

Whereas, by Substitute Ordinance adopted by the Atlanta City Council on May 20, 1996 and approved by the Mayor on May 23, 1996, (Copy attached hereto as Exhibit "A"), the parties hereby confirm the operating arrangements for the Conservancy's operation and management of the Piedmont Park Visitor's Center; and

Whereas, the City of Atlanta desires to continue the relationship with Piedmont Park Conservancy, Inc., for the purpose of allowing the Conservancy to continue to operate and manage the Piedmont Park Visitor's Center; and

Whereas, the Acting Commissioner of the Department of Parks, Recreation and Cultural Affairs in collaboration with the Piedmont Park Conservancy, Inc. have agreed to a ten (10) year renewal period for the Piedmont Park Visitor's Center Operating Agreement, wherein the Conservancy shall upon approval of said renewal then assume the responsibility for the maintenance obligations of utilities and internal structural features otherwise required of the City of Atlanta, with all other terms and conditions of the originally executed Piedmont Park Visitor's Center Operating Agreement that was executed on September 24, 1996 (Copy attached hereto marked Exhibit "B"), remaining in full force and effect, except as herein amended by this Renewal Agreement.

NOW, THEREFORE, BE IT ORDAINED, BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

Section 1: That the Mayor be and is hereby authorized to enter into a Renewal Agreement with the Piedmont Park Conservancy, Inc. for a ten (10) year period, for the purpose of allowing the Conservancy to operate and manage the Piedmont Park Visitor's Center on behalf of the Department of Parks, Recreation and Cultural Affairs; and for other purposes.

Section 2: That for the ten (10) year period of this Renewal Agreement the Piedmont Park Conservancy, Inc. shall assume the responsibility for the maintenance obligations of utilities and internal structural features otherwise required of the City of Atlanta.

Section 3: That all other terms and conditions of the originally executed Piedmont Park Visitor's Center Operating Agreement that was executed on September 24, 1996 (Copy attached hereto marked Exhibit "B") shall remain in full force and effect, except as herein amended by this Renewal Agreement.

Section 4: That this Renewal Agreement shall be reviewed by the City Attorney as to form and prepared for the Mayor's signature, with the City of Atlanta incurring no liability there under until the Renewal Agreement has been fully executed by the Mayor and delivered to the Conservancy.

**STATE OF GEORGIA
COUNTY OF FULTON**

**PIEDMONT PARK VISITOR'S CENTER OPERATING/ RENEWAL
AGREEMENT**

THIS RENEWAL AGREEMENT, made and entered into this _____, day of _____, 2002, by and between the City of Atlanta, a municipal corporation of said State, hereinafter referred to as the "City", and the Piedmont Park Conservancy, Inc., hereinafter referred to as the "Conservancy".

WITNESSETH:

Whereas, the City of Atlanta and the Piedmont Park Conservancy, Inc. entered into a Memorandum of Understanding dated December 15, 1992, authorized by Resolution adopted by the Atlanta City Council on August 15, 1994 and approved by the Mayor on August 21, 1994 wherein terms and conditions are set forth which provide for a City of Atlanta-Piedmont Park Conservancy, Inc. cooperative collaboration for the benefit of Piedmont Park and the residents of the City of Atlanta in restoring and preserving Piedmont Park and providing advocacy for the needs of Piedmont Park; and

Whereas, by Amended Resolution adopted by City Council on August 15, 1994 and approved by the Mayor on August 21, 1994, the City accepted a gift from the Conservancy in the form of construction, renovation and restoration of that facility within Piedmont Park, formerly known as the Boathouse, and to be known henceforth as the Piedmont Park Visitor's Center under the operation of the Conservancy; and

Whereas, by Substitute Ordinance adopted by the Atlanta City Council on May 20, 1996 and approved by the Mayor on May 23, 1996, (Copy attached hereto as Exhibit "A"), the parties hereby confirm the operating arrangements for the Conservancy's operation and management of the Piedmont Park Visitor's Center; and

Whereas, the City of Atlanta desires to continue the relationship with Piedmont Park Conservancy, Inc., for the purpose of allowing the Conservancy to continue to operate and manage the Piedmont Park Visitor's Center; and

Whereas, by Ordinance adopted by the Atlanta City Council, Atlanta, Georgia, on the _____, day of _____, 2002, and approved by the Mayor on the _____, day of _____, 2002, hereto marked as Exhibit "C" and made a part hereof by reference, the Mayor is authorized to enter into an appropriate Renewal Agreement with the Piedmont Park Conservancy, Inc.; and

Whereas, the Conservancy has agreed now to assume the responsibility for the maintenance obligations of utilities and internal structural features.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, it is agreed between the parties hereto as follows:

SECTION 1. That the term of this Renewal Agreement shall be for a period of ten (10) years from the date of its execution, as mutually agreed upon by both parties in the original Piedmont Park Visitor's Center Operating Agreement, which was executed on September 24, 1996.

SECTION 2: That the Conservancy will now assume the responsibility for the maintenance obligations of utilities and internal structural features for the duration of this ten (10) year Renewal Agreement.

SECTION 3: It is understood and agreed upon by the Conservancy that all terms and conditions of the original Piedmont Park Visitor's Center Operating Agreement, which was made and entered into on September 24, 1996, shall remain in full force and effect, except as herein amended by this Renewal Agreement.

SECTION 4: It is further understood that this Renewal Agreement shall not become binding on the City, and the City shall incur no liability upon the same until this Renewal Agreement has been executed by the Mayor and delivered to the Conservancy.

IN WITNESS WHEREOF, the City of Atlanta by and through its duly authorized officers and the Piedmont Park Conservancy, Inc., and its officers have executed this Renewal Agreement, the day and year first above written.

ATTEST:

CITY OF ATLANTA:

Municipal Clerk

MAYOR (SEAL)

ATTEST:

Piedmont Park Conservancy, Inc.

Corporate Secretary

President (SEAL)

APPROVED:

APPROVED:

Acting Commissioner,
Department of Parks, Recreation
and Cultural Affairs

Chief Operating Officer

APPROVED AS TO FORM:

APPROVED:

City Attorney

Chief Financial Officer

APPROVED:

RECOMMENDED:

Director, Bureau of Purchasing
and Real Estate

Director, Bureau of Parks

MUNICIPAL CLERK
ATLANTA, GEORGIA

EXHIBIT "A"

A SUBSTITUTE ORDINANCE BY
HUMAN RESOURCES COMMITTEE

AUTHORIZING THE MAYOR TO EXECUTE A CONTRACTUAL AGREEMENT WITH THE PIEDMONT PARK CONSERVANCY FOR THE OPERATION AND MANAGEMENT OF THE PIEDMONT PARK VISITORS' CENTER, FORMERLY KNOWN AS THE PIEDMONT PARK BOATHOUSE.

WHEREAS, the City and the Conservancy entered into and now operate under the terms of a Memorandum Of Understanding, dated December 15, 1992, authorized by Resolution adopted by City Council on August 15, 1994 and approved by the Mayor on August 21, 1994, wherein terms and conditions are set forth which provide for a City - Conservancy collaboration and cooperation for the benefit of Piedmont Park and residents of the City of Atlanta in restoring and preserving Piedmont Park and providing advocacy for the needs of Piedmont Park; and

WHEREAS, by Amended Resolution adopted by City Council on August 15, 1994 and approved by the Mayor on August 21, 1994, the City has accepted a gift from the Conservancy in the form of construction, renovation and restoration of that facility within Piedmont Park, formerly known as the Boathouse, and to be known henceforth as the Piedmont Park Visitors' Center; and

WHEREAS, in furtherance of the purposes of the Memorandum Of Understanding, the parties hereby confirm the operating arrangements for the Conservancy's operation and management of the Visitors' Center.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA as follows:

SECTION 1: The Conservancy shall develop a comprehensive program to operate a Visitor's Center with information, brochures, displays and staffing during reasonable hours to recognize and encourage citizen participation and involvement in the history, facilities and recreational aspects of Piedmont Park.

SECTION 2: The Conservancy's operation of the Visitors' Center shall be utilized to promote, preserve and encourage the operation and usage of Piedmont Park, its renovation, restoration and beautification in coordination with the Conservancy's mission and City programs established through the Commissioner, Department of Parks, Recreation and Cultural Affairs.

SECTION 3: All service fees, rentals, concessions or other revenues relating to the Visitors' Center shall be received by the Conservancy in connection with its operation of the Visitors' Center and shall be retained by the Conservancy to be applied first by the Conservancy to its operating expenses in connection with the Visitors' Center and its promotion of Piedmont Park and then to projects for the renovation, restoration and beautification of the Park.

SECTION 4: The City shall provide, maintain and otherwise pay for the proper maintenance of the Visitors' Center and all appurtenant structures including appropriate lighting for the safety, convenience and visibility of the Visitors' Center; heat, air conditioning, electricity, water and sewage; police, fire and security at the same or equivalent levels as police, fire and security services are presently provided by the City at Piedmont Park; and maintenance of grounds, lawns and adjacent sites and structures at not less than the minimum service levels required by the Department of Parks, Recreation and Cultural Affairs.

SECTION 5: The Conservancy shall provide and pay for, at its sole expense, appropriate telephone services as needed for the effective operation and management of the Visitors' Center; and shall provide complete janitorial services for the operation of the Visitor's Center to ensure that the building is cleaned on a daily basis.

SECTION 6: The operation of the Visitors' Center and the associated service activity shall not be transferred, assigned or delegated by the Conservancy to any entity or individual without the prior written authorization of the City in the form of appropriate legislation duly adopted by the Atlanta City Council and approved by the Mayor.

SECTION 7: The Conservancy shall include such appropriate City titles and designations of the Mayor, Atlanta City Council, Commissioner and Department of Parks, Recreation and Cultural Affairs as may be appropriate to identify Piedmont Park and to reflect the ownership of the park by the City of Atlanta in connection with public relations notices, memoranda and other publicity as it relates to the Visitors' Center under the operation of the Conservancy.

SECTION 8: The Mayor is hereby authorized to execute an appropriate contractual agreement with the Piedmont Park Conservancy substantially in the form and intent attached hereto, to be approved as to form by the City Attorney, whereby the contract period shall extend for an initial term of two (2) years with the right in the Conservancy to renew on the same conditions for two (2) additional years, provided that the Conservancy shall provide financial information to the City at such renewal date demonstrating that the operating revenue from the Visitors' Center is not sufficient to enable the Conservancy to assume the maintenance responsibilities otherwise required of the City

SECTION 9: the Conservancy may also renew at any time or at the expiration of the renewal period for any remaining un-expired portion of an original ten (10) year term or any portion thereof if the Conservancy shall then assume the responsibility for the

maintenance obligations of utilities and internal structural features otherwise required of the City.

A true copy.

A handwritten signature in cursive script that reads "Rhonda Dauphin Johnson".

Rhonda Dauphin Johnson
Deputy Municipal Clerk, CMC

**ADOPTED
APPROVED**

by City Council May 20, 1996
by the Mayor May 23, 1996

EXHIBIT "B"

OPERATING AGREEMENT
FOR THE
PIEDMONT PARK VISITORS' CENTER

THIS AGREEMENT, made and entered into this 24th day of September 1996 by and between the City of Atlanta, a municipal corporation of the State of Georgia, hereinafter referred to as the "City" and the Piedmont Park Conservancy, hereinafter referred to as the "Conservancy".

WITNESSETH:

WHEREAS, the City and the Conservancy entered a Memorandum Of Understanding, dated December 15, 1992 wherein terms and conditions are set forth which provide for a City - Conservancy collaboration and cooperation for the benefit of Piedmont Park and residents of the City of Atlanta in restoring and preserving Piedmont Park and providing advocacy for the needs of Piedmont Park; and

WHEREAS, by Amended Resolution adopted by City Council on August 15, 1994 and approved by the Mayor on August 21, 1994, the City accepted a gift from the Conservancy in the form of construction, renovation and restoration of that facility within Piedmont Park, formerly known as the Boathouse, and to be known henceforth as the Visitors' Center under the operation of the Conservancy; and

WHEREAS, by Substitute Ordinance adopted by the Atlanta City Council on May 20, 1996 and approved by the Mayor on May 23, 1996, copy attached hereto as EXHIBIT - A, the parties hereby confirm the operating arrangements for the Conservancy's operation and management of the Piedmont Park Visitors' Center; and

NOW, THEREFORE, in consideration of the mutual promises presented herein, the expenditures in the past and future in furtherance of these purposes, and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, it is agreed as follows:

1.

The parties do hereby ratify, approve and confirm the premises and purposes of this Agreement and the Memorandum Of Understanding, together with the Conservancy's gift of construction, renovation and restoration of the Visitors' Center by the Conservancy.

2.

Term of Agreement

a.) This Agreement shall become effective upon execution and award and shall extend for an initial term of two (2) years with the right in the Conservancy to renew on

the same conditions for two (2) additional years, provided that the Conservancy shall provide financial justification to the City at the conclusion of the initial 2-year term which satisfactorily demonstrates that the operating revenue from the Visitors' Center is not sufficient to enable the Conservancy to assume the maintenance responsibilities otherwise required of the City per Paragraph 10 hereof.

b.) The Conservancy may also renew at any time during the renewal period [as described in section a.), above] for a ten (10) year term if the Conservancy shall then assume the responsibility for the maintenance obligations of utilities and internal structural features otherwise required of the City per paragraph 10 hereof.

3.

Book-keeping and Audits

The Conservancy shall utilize record-keeping, book-keeping and Generally Accepted Accounting Practices which shall readily demonstrate, to City's satisfaction, Conservancy's financial capacity to assume the maintenance responsibilities contemplated in section 2.a. above. The City shall retain the right to conduct audits, during normal business hours, of all books and records pertaining to the operation of the Piedmont Park Visitors' Center

4.

In furtherance of the cooperative operation, maintenance, cooperative management and funding of the Visitors' Center, the Conservancy shall develop a comprehensive program to operate a Visitor's Center with information, brochures, displays and staffing during reasonable hours to recognize and encourage citizen participation and involvement in the history, facilities and recreational aspects of Piedmont Park. The Conservancy shall staff the Visitor's Center with such volunteers or staff personnel as it may determine to be appropriate or necessary so as to maintain the information functions during reasonable hours of operation and to be informative to those citizens and visitors who are attending the park and its facilities during such hours.

5.

The Conservancy shall coordinate with the Commissioner of the Department of Parks, Recreation and Cultural Affairs regarding any brochures, information or displays to be presented or distributed at the Visitor's Center.

6.

Any personnel employed by the Conservancy or any personnel serving the Conservancy's operation of the Visitor's Center whether as volunteer guides, receptionists

or otherwise, shall be employees or volunteers of the Conservancy and shall not be deemed as employees of the City. The Conservancy shall remain responsible for the supervision, management and control of such personnel and any payroll, taxation or other employment obligation incident to their engagement.

7.

All concession services within the Visitors' Center and all rentals, usages and service functions conducted during or following regularly scheduled hours of operation shall be the responsibility of the Conservancy and the City shall have no obligation therefor except for its general obligations referred to herein.

8.

The Conservancy's operation of the Visitors' Center shall be utilized to promote, preserve and encourage the operation and usage of Piedmont Park, its renovation, restoration and beautification in coordination with the Conservancy's mission and City programs established through the Commissioner, Department of Parks, Recreation and Cultural Affairs.

9.

The Conservancy shall not sponsor or engage in any illegal activity within the confines of the Visitors' Center, nor engage sub-contractors or licensees for any activities prohibited by City Ordinance or Law.

10.

All service fees, rentals, concessions or other revenues relating to the Visitors' Center shall be received by the Conservancy in connection with its operation or services of the Visitors' Center and shall be retained by the Conservancy to be applied first by the Conservancy to its operating expenses in connection with the Visitors' Center and its promotion of Piedmont Park and then to projects for the renovation, restoration and beautification of the Park.

11.

The City shall provide, maintain and otherwise pay for the proper maintenance of the Center and all appurtenant structures including, without limitation, appropriate lighting for the safety, convenience and visibility of the Visitors' Center; heat, air conditioning, electricity, water, sewage and appropriate utilities; police, fire and security at the same or equivalent levels as police, fire and security services are presently provided by the City at Piedmont Park; and maintenance of grounds, lawns and adjacent sites and structures at not less than the minimum service levels required by the Department of Parks, Recreation and Cultural Affairs maintenance schedules, including repairs and necessary reconstruction by

the City in accordance with its reasonable standards with the Conservancy's reasonable consent, and with any enhancements to be made on a basis and method mutually agreeable to the City and the Conservancy. Maintenance of the internal and external structures, including painting, repair and other required facilities maintenance as a result of ordinary wear and tear shall be the responsibility of the City.

a. The City shall provide replacement of all deficient, defective or damaged lighting, plumbing, fixed visitor convenience facilities (exclusive of Conservancy's movable furnishings and appliances) and landscaping, all designed to assure a clean, appealing and attractive site in accordance with the highest standards reasonably expected for visitor presentation and a positive image for the City and Piedmont Park.

b. The Conservancy shall provide and pay for at its sole expense, appropriate telephone services as needed for the effective operation and management of the Visitors' Center. The Conservancy shall provide complete janitorial services for the operation of the Visitor's Center to ensure that the building is cleaned on a daily basis with regular removal from the Visitors' Center of all debris and litter.

12.

The Conservancy shall properly maintain in a safe and neat condition at all times all of such equipment, furnishings and accessories which it shall place in the Visitors' Center at its discretion as to requirements for appropriateness and attractiveness of the internal operation of the Visitors' Center. Telephone service, copy, facsimile, computer or other communications devices necessary for the operation of the Visitors' Center in the judgment of the Conservancy shall be at the Conservancy's sole expense.

13.

The Conservancy shall immediately advise the City in writing of any known or observed deficiencies or deteriorated conditions at the Visitors' Center and the City shall take all reasonable steps consistent with its obligations under Paragraph 10 to protect the value of the Visitors' Center including the improvements and restoration granted by the Conservancy to the City. Any modifications, additions, removals or other physical changes to the Visitors' Center or at the site shall be made in coordination with the Conservancy and with its reasonable advance consent.

14.

The operation of the Visitors' Center and the associated service activity shall not be transferred, assigned or delegated by the Conservancy to any entity or individual without the prior written authorization of the City in the form of appropriate legislation duly adopted by the Atlanta City Council and approved by the Mayor.

15.

The Conservancy shall assume responsibility for and shall comply with all state and local laws, license and permit requirements with respect to its operation of the Visitors' Center and the compliance of its functions, services and those of its users therein.

16.

The Conservancy agrees in the performance of its services to comply with all lawful agreements, if any, which it has made with any entities with respect to wages, fees and conditions so as not to cause inconvenience, picketing or failure of performance or provision of services to the Visitors' Center.

17.

The Conservancy, its agents, subcontractors, employees, volunteers or users shall not utilize the Visitors' Center for any overnight accommodations, sleeping, or residential uses on the grounds, in the building or in any vehicles within the Visitors' Center site directly, indirectly or in a conflict of interest with the operation of the Visitors' Center and the services of the Visitors' Center as described herein for the duration of this Agreement.

18.

The Conservancy shall agree to include such appropriate City titles and designations of the Mayor, Atlanta City Council, Commissioner and Department of Parks, Recreation and Cultural Affairs as may be appropriate to identify Piedmont Park and to reflect the ownership of the park by the City of Atlanta in connection with public relations notices, memoranda and other publicity as it relates to the Visitors' Center under the operation of the Conservancy.

19.

INSURANCE / BONDING REQUIREMENTS

A. General Preamble

The following general requirements apply to any and all work under this contract. Compliance is required by all Contractors and Sub-contractors of any tier. Insurance / Bonding requirements are based on information received as of date of contract execution. The City of Atlanta reserves the right to adjust or waive any or all requirements based on receipt of additional information pertinent to this contract.

1. Evidence of Insurance Required Before Work Begins

No Contractor or Sub-contractor shall commence any work of any kind under this contract until all Insurance and Bond requirements contained in this contract shall have been complied with as outlined below and until evidence of such compliance satisfactory to the City as to form and content has been filed with the City. The Acord Certificate of

Insurance or a pre-approved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.

2. Minimum Financial Security Requirements

Any and all companies providing insurance required by this contract must meet certain minimum financial security requirements set forth below. These requirements conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property - Casualty. The ratings for each company must be indicated on the Accord Certificate of Insurance form.

For all Contracts, regardless of size, companies providing Insurance of Bonds under this Contract must have a current:

- i) Best's Rating not less than A-VII and current
- ii) Best's Financial Size Category not less than Class IX.
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia, furthermore, all bid, performance and payment bonds must be a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason shall be or become unsatisfactory to the City, written notification shall be mailed by the City to the Contractor who shall promptly obtain a new policy or bond issued by an insurer acceptable to the City, and shall submit evidence of the same to the City as required herein.

Upon failure of the Contractor to furnish, deliver and maintain such insurance or bonds as herein provided, this contract, at the election of the City, may be declared forthwith suspended, discontinued or terminated. Failure of the Contractor to take out and / or to maintain any required insurance or bonds shall not relieve the Contractor from any liability under the contract, nor shall these requirements be construed to conflict with the obligation of the Contractor concerning indemnification.

3. Insurance Required For Duration of Contract

Any and all Insurance and Bonds required by this contract shall be maintained during the entire length of this contract, including any extensions thereto, and until all work has been completed to the satisfaction of the City. The City shall have the right to inquire into the adequacy of the insurance coverages set forth in this contract and to negotiate such adjustments as reasonably appear necessary.

4. Mandatory 3-Day Notice of Cancellation or Material Change

The City of Atlanta shall, without exception, be given not less than thirty (30) days notice prior to cancellation for other than non-payment of premium or for material change of any Insurance or Bond required by this contract. Non-Payment of premium shall

require ten (10) days notice of cancellation. Confirmation of this mandatory 30-day notice of cancellation shall appear on the Accord Certificate of Insurance and on any and all Bonds and Insurance policies required by this contract.

5. City of Atlanta As Additional Insured

The City of Atlanta shall be covered as Additional Insured under any and all Insurance and Bonds required by this contract, and such insurance shall be primary with respect to the Additional Insured. Confirmation of this shall appear on the Accord Certificate of Insurance, and on any and all applicable Bonds and Insurance policies. However, this requirement does not apply to Workers' Compensation, Professional Liability Insurance or Payment and Performance Bonds.

6. Mandatory Sub-Contractor Compliance

Contractor shall incorporate a copy of these Insurance, Bond and Hold Harmless requirements in each and every contract with each and every Sub-contractor of any tier, and shall require each and every Sub-contractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Sub-contractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Sub-contractor fails to procure and maintain Insurance and Bonds as required, all such required Insurance and Bonds shall be procured and maintained by Contractor at Contractor's sole cost and expense.

7. Authorizing and Licensing of Agent

Each and every agent acting as Authorized Representative on behalf of a Company affording coverage under this contract shall warrant when signing the Accord Certificate of Insurance that specific authorization has been granted by the Companies for the agent to bind coverage as required and to execute the Accord Certificate of Insurance as evidence such coverage. City of Atlanta coverage requirements may be broader than the original policies, these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Accord Certificate of Insurance that the agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

B. Workers' Compensation and Employer's Liability Insurance

The Contractor shall procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits, such insurance to cover each and every employee who is or may be engaged in work under the contract:

Workers' Compensation
Employer's Liability

Statutory

Bodily Injury by Accident	\$ <u>100,000</u> each accident
Bodily Injury by Disease	\$ <u>100,000</u> each employee
Bodily Injury by Disease	\$ <u>500,000</u> policy limit

C. General Liability Insurance

The Contractor shall procure and maintain General Liability Insurance in an amount not less than \$ 1,000,000 Bodily Injury and Property Damage combined single limit. The following specific extensions of coverage shall be provided and shall be indicated on the Acord Certificate of Insurance:

1. Comprehensive Form
2. Personal Injury
3. Broad Form Property Damage
4. Premises - Operations

D. Automobile Liability Insurance

The Contractor shall procure and maintain Automobile Liability Insurance with not less than \$ 500,000 bodily injury and property damage combined single limit. The following extensions of coverage shall be provided and shall be indicated on the Certificate of Insurance:

1. Comprehensive Form
2. Owned, Hired, Leased and Non-owned vehicles to be covered.

In the event the Contractor does not own any automobiles in the corporate name, non-owned vehicle coverage shall apply and must be endorsed on either the contractor's personal automobile policy or the Comprehensive General Liability coverage (c) required under this contract.

The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

20.

F. Hold Harmless Agreement

The Contractor agrees to indemnify and hold harmless the City of Atlanta, its officers, agents and employees, from any and all losses, expenses, demands and claims against the City, its officers, agents and employees, sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance of work by the Contractor pursuant to the terms of this agreement by or under the direction of the Contractor or any Sub-contractor employed by the Contractor, or any of their officers, agents or employees. The Contractor further agrees that this agreement to indemnify and hold harmless the City of Atlanta, its officers, agents and employees shall not be limited to the limits or terms of the liability insurance, if any, required under this agreement.

21.

During the performance of this Agreement, the Conservancy agrees to comply with all provisions of Section 5-5154 of the Code of Ordinances, City of Atlanta and does warrant the following:

- a. The Conservancy shall not discriminate against any employee, or applicant for employment, because of race, religion, color, sex, national origin, sexual orientation, age or physical handicap. As used herein, the words "shall not discriminate" shall mean and include without limitation the following:

Recruited, whether by advertising or other means; compensate, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgrading; demoted; downgraded; transferred; laid off; and terminated.

The Conservancy agrees to and shall post in conspicuous places, available to employees and applicants for employment the provisions of the non-discrimination clause

- b. The Conservancy shall in all solicitation or advertisement of employees, placed by or on behalf of the Conservancy, state that all qualified applicants will receive consideration for the employment without regard to race, religion, color, sex, national origin, sexual orientation, age or physical handicap.
- c. The Conservancy shall send to each labor union or representative of workers with which the Conservancy has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Conservancy's commitments under the Equal Employment Opportunity Program for the City of Atlanta and under this Ordinance, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Conservancy shall register all workers in the skilled trades, who are below the Journeyman level, with the Bureau of Apprenticeship and Training.
- d. The Conservancy shall furnish all information and reports required by the Contract Compliance Officer pursuant to this Ordinance and shall permit access to the books, records and accounts during the normal business hours of the Conservancy by the Contract Compliance Officer for the purpose of investigation so as to ascertain compliance with the program.

- e. The Conservancy shall take such action with respect to any sub-contractor as the City may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for non-compliance; provided, however, that in the event the Conservancy becomes involved in or is threatened with litigation as a result of such direction by the City, the City will enter into such litigation as is necessary to protect the interest of the City and to effectuate the Equal Employment Opportunity Program of the City of Atlanta.
- f. The Conservancy shall file compliance reports at reasonable times and intervals with the City in the form and to the extent prescribed by the Contract Compliance Officer of the City of Atlanta. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the Conservancy.
- g. The Conservancy shall include the provisions of paragraphs (a) through (h) of this Equal Employment Opportunity Clause in every sub-contract or purchase order so that such provisions will be binding upon each sub-contractor or vendor.
- h. A finding, as hereinafter provide, that a refusal by the Conservancy or sub-contractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:
 - 1. Cancellation of the Agreement; and
 - 2. In a case in which there is substantial or material violation, or the threat of substantial or material violation of the compliance procedure herein set forth or as may be provided for by the Agreement, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable laws, of Conservancy, sub-contractors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

22.

This Agreement is made and entered into in Fulton County, Georgia and is being performed in Fulton County. In the event of any dispute, disagreement or action arising under this Agreement, the proper place for determination of such dispute, disagreement, or legal action is within the jurisdiction of Fulton County, Georgia and based upon the laws of the State of Georgia.

23.

All notices, demands, requests or replies provided for, permitted by or appropriate under this Agreement shall be in writing and may be delivered by any one of the following methods:

- (1) by personal delivery;
- (2) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid to the addresses stated below;
- (3) by prepaid telegram; or
- (4) by deposit with an overnight express delivery service.

Notice deposited with the United States Postal Service, telegram or express delivery service in the manner described above shall be deemed effective one (1) business day after deposit therein. Notice by personal delivery shall be deemed effective at the time of personal delivery.

24.

For purposes of notice, demand, request, reply or repayment, the address of City shall be:

**The Commissioner
City of Atlanta, Department of Parks,
Recreation and Cultural Affairs
City Hall East, Suite 800
675 Ponce de Leon Avenue, NE
Atlanta, Georgia 30308**

The address of the Conservancy shall be:

**Piedmont Park Conservancy
Post Office Box 7795
Atlanta, Georgia 30357-0795
Attn.: Executive Director**

25.

Each party shall have the right to designate a different address within the United States of America by giving of notice in conformity with this Agreement.

26.

This Agreement and the acceptance by the City of the gift of restoration, renovation and operation of the Visitors' Center by the Conservancy represent the entire and integrated Agreement between City and the Conservancy with respect to the

cooperative operation, maintenance, management and funding of the Visitors' Center and may be amended only by written instrument which is approved by both parties or their representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers the day and year first herein above written.

ATTEST:

Clara P. Woods
MUNICIPAL CLERK

CITY OF ATLANTA:

[Signature]
MAYOR

ATTEST:

Virginia Taylor
SECRETARY

PIEDMONT PARK CONSERVANCY:

W. G. King
PRESIDENT (SEAL)

RECOMMENDED:

Vernon D. McCarty
COMMISSIONER, DEPARTMENT
OF PARKS, RECREATION AND
CULTURAL AFFAIRS

APPROVED:

[Signature]
CHIEF OPERATING OFFICER

APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY

APPROVED:

[Signature]
DIRECTOR, BUREAU OF PURCHASING
AND REAL ESTATE

RECOMMENDED:

Phil Passaro
DIRECTOR, BUREAU OF PARKS

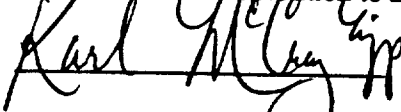
APPROVED:

[Signature]
CHIEF FINANCIAL OFFICER

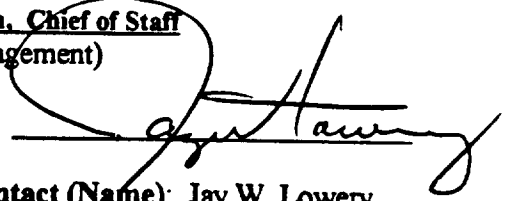
TRANSMITTAL FORM FOR LEGISLATION

TO MAYOR'S OFFICE: Gregory G. Pridgeon, Chief of Staff
(for review & distribution to Executive Management)

Commissioner's
Signature:



Director's
Signature:



From Originating Dept.: Parks, Recreation
and Cultural Affairs

Contact (Name): Jay W. Lowery
404-817-6744

Committee(s) of Purview: CD/HRC

Committee Deadline: 03-11-02

Committee Meeting Date(s): 03-26-02
04-09-02

Council Meeting Date(s): 04-01-02
04-15-02

CAPTION: ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE AUTHORIZING THE MAYOR TO ENTER INTO A RENEWAL AGREEMENT WITH THE PIEDMONT PARK CONSERVANCY, INC. FOR A TEN (10) YEAR PERIOD, FOR THE PURPOSE OF ALLOWING THE PIEDMONT PARK CONSERVANCY, INC., TO CONTINUE TO OPERATE AND MANAGE THE PIEDMONT PARK VISITOR'S CENTER ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS; AND FOR OTHER PURPOSES.

BACKGROUND/PURPOSE/DISCUSSION:

The City of Atlanta has established an on-going, cooperative joint-use arrangement with the Piedmont Park Conservancy Inc. organization for the benefit of reviving ~~the~~ Piedmont Park by restoring and preserving said Park and providing advocacy for the needs of Piedmont Park. The Conservancy has given the City gifts valued at approximately \$3,500,000.00 consisting of mutually agreed upon capital improvements in the Park e.g., reconstruction/restoration of the former Northeast Parks District Maintenance compound, now known as the Multi-Use Operating Complex, valued at \$2,600,000.00; the reconstruction and restoration of the 12th Street entry, referred to as the Gateway Project, valued at \$600,000.00; installation, directional and regulatory signage system, referred to as the Signage Plan, valued at \$300,000.00.

The Conservancy and the Acting Commissioner of the Department of Parks, Recreation and Cultural Affairs, have agreed to a ten (10) year renewal period for the Piedmont Park Visitor's Center Operating Agreement, wherein, the Conservancy shall upon execution of said Renewal Agreement agrees to assume the responsibility for the maintenance obligations of utilities and internal structural features otherwise required of the City of Atlanta, with all other terms and conditions of the originally executed Piedmont Park Visitor's Center Operating Agreement that was executed on September 24, 1996 (Copy attached hereto), remaining in full force and effect, except as herein amended by the Renewal Agreement.

FINANCIAL IMPACT (if any): None to the City



MAYOR'S STAFF ONLY:

Received by Mayor's Office: _____
(date)

Reviewed: JS
(initials/date)

Submitted to Council: _____
(date)

Action by Committee: _____ Approved _____ Adversed _____ Held _____ Amended
_____ Substitute _____ Referred _____ Other

DPRCA FORM 90-2a